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VIRLYNN TINNELL
SUPERIOR COURT CLERK

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6 Plaintiff Pro Per

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MOHAVE**

9 NANCY KNIGHT

10 Plaintiff,

11 and

12 GLEN LUDWIG and PEARL LUDWIG,
13 Trustees of THE LUDWIG FAMILY TRUST;
14 FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; JAMES B. ROBERTS and
16 DONNA M. ROBERTS, husband and wife;
17 JOHN DOES 1-10; JANE DOES 1-10; ABC
18 CORPORATIONS 1-10; and XYZ
19 PARTNERSHIPS 1-10.

20 Defendants.

Case No.: CV 2018 04003

**MOTION FOR LEAVE TO
AMEND COMPLAINT**

Assigned to the Hon. Lee Jantzen

21 Pursuant to Rule 15(a), Arizona Rules of Civil Procedure, Plaintiff Pro Per Nancy
22 Knight (hereinafter "Plaintiff") moves for Leave to Amend Complaint and moves for an
23 Order authorizing the filing of an Amended Complaint in this matter. The proposed
24 Amended Complaint, in the form required by Rule 15(a)(2), is attached hereto for the
25 Court's review.

26 The Court has adjudicated Plaintiff's right to prosecute violations, threatened and
27 attempted violations as it relates to "said tract" 4076-B. Plaintiff will name Does as
28 Defendants for her adjudicated right to prosecute violations, threatened, and attempted
violations in "said tract" Tract 4076-B.



1 Plaintiff intends for this Complaint to be limited to advertising signage, setback
2 violations that she is personally aware of and verified with real evidence, and the
3 threatened and attempted setback violations through BOS 2016-125 as it affected her
4 personally in Tract 4076-B.
5

6
7 Plaintiff is not abandoning any right to prosecute any other violations in the future
8 and considers her statute of limitations as protection from any claim that she must verify
9 and prosecute all servitude violations at this time. Any claims by the Defendants and the
10 Defendant's Affiants to exacerbate and delay this case with unverified real evidence is
11 not being made a part of this case.
12

13 This Motion is supported by the accompanying Memorandum of Points and
14 Authorities.
15

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 Rule 15(a), ARCP, provides, "Leave to amend shall be freely granted when justice
18 so requires." Thus, "amendments to pleadings shall be liberally granted." *Dewey v.*
19 *Arnold*, 159 Ariz. 65, 68, 764, 2d 1124, 1127 (App.1988). In *Owen v Superior court*, 133
20 Ariz. 75, 649 P. 2d 278 (1982), the Arizona Supreme Court held, "to justify denial of the
21 motion [to amend] there must be undue delay, bad faith, dilatory motive, repeated failure
22 to cure deficiencies by previous amendments or undue prejudice to the opposing party."
23 Id. At 79 (inner citations omitted).
24
25

26 In the present matter, none of the reasons for denying an amendment to the
27 Complaint exists.
28

1 The primary purpose for amending the Complaint in this matter is to restore the
2 Plaintiff's right to trial for violations, attempted and threatened violations of the CC&Rs
3 which occurred in Tract 4076-B as was adjudicated by the Hon. Derek Carlisle and
4 concurred by the current Court, the Hon. Lee Jantzen. The amended Complaint will limit
5 additional Defendants to only those who committed the violations, threatened or
6 attempted violations or caused to commit violations, threatened or attempted violations
7 on lots associated with the Tract 4076-B CC&Rs for Land Use Servitudes 6 and 12. A
8 total of twenty-eight (28) Assessor Parcel Numbers (hereinafter "APNs") may have
9 necessary and interested parties to be noticed of setback violations on their lots (servitude
10 6) pursuant to the Court's determination on Joinder of the Parties. Joinder should not
11 require any current owners of lots with violations due to no fault of their own to be joined
12 as Plaintiff's nor Defendants. These victims are not Defendants in this case as they did
13 not commit the violations that occurred on their lots. They are not Plaintiffs in this case
14 as they are not bringing this before the Court and Plaintiff Pro Per is prohibited by law
15 from filing a class action law suit. The approximately 250 lot owners associated with the
16 Tract 4076-B CC&Rs cannot be joined as indispensable parties since neither the
17 Honorable Judges Carlisle nor Jantzen have required the Defendants to join clearly over
18 700 indispensable parties affected by their three attempts at dismissal of this case. For
19 these reasons, Plaintiff believes justice will be served by allowing the Plaintiff to notice
20 by mail to the address of only the 28 lots affected in this case by Certified mail with
21 return receipt as proof of notice as "necessary and interested" parties.
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1 The second purpose for the amendment is to modify Count Two pursuant to the
2 Court's ruling that the issue of Defendant's signage is deferred to the jury at trial
3 (servitude 12).
4

5 The attached proposed Amended Complaint will strike Defendants Jim and Donna
6 Roberts and all of Count One for violations that occurred in the alphabetically suffixed
7 Tract 4076-A of Subdivision Tract 4076 pursuant to the Order signed by the Hon. Judge
8 Carlisle on or about June 11, 2018 as written by defense attorney Oehler.
9

10 The second cause of action will strike injunctive relief for signage as the Hon.
11 Judge Jantzen has denied Plaintiff's motion for partial summary judgment on signage and
12 has deferred the issue of whether the Defendant's signs are business advertising or for
13 sale signs to the jury at trial.
14

15 The third cause of action is for setback violations by the Defendants that the
16 Plaintiff has personal knowledge of and verified with real evidence for homes in Tract
17 4076-B that occurred prior to the Court dismissing Count One and those that continued to
18 occur during litigation. A total of four APN's applies to Count Three.
19
20

21 The fourth cause of action is for setback violations in Tract 4163 Unit E caused by
22 County employees in their capacity as administrators of Mohave County Development
23 Services. Plaintiff is now at risk of a law suit for setback violations on her property and is
24 also subjected to the risk of limited ability to sell her home due to these violations which
25 requires Seller Disclosure by law. This case will bring closure to the said risks upon
26 determination of remedy by the jury at trial. The Court has denied Plaintiff's motion for
27 forgiveness of all violations that occurred prior to the year 2015 and due to no fault of the
28

1 current property owners of those lots. A Claim for Damages has been submitted by the
2 Plaintiff to the Clerk of the Board of Supervisors and is being processed by risk
3 management as is required by law.
4

5 The fifth cause of action is for the attempted and threatened setback violation that
6 occurred in Tract 4076-B with the lack of full disclosure by the County and Proponent,
7 Defendant Azarmi, that the proposed amendment to the Special Development Zoning
8 violated the CC&Rs in Tract 4076-B. Plaintiff was placed at risk of prosecution had she
9 opted-in for the RV garage that was preliminarily approved as conforming to her lot
10 dimensions by Mr. Holtry of Mohave County Development Services.
11
12

13 The sixth cause of action is for the violation of business advertising signage on
14 unimproved lots in Tract 4076-B. An additional firm, US Southwest, LLC, is added to the
15 proposed amended complaint as a Defendant for their development services logo that is
16 incorporated on Defendant Fairway Constructor's "build to suit" advertising signage.
17

18 Unfair competition pursuant to a number of state and federal laws supports this
19 cause of action. There are many residential development companies in the area and yet
20 none have signage in Desert Lakes Golf Course and Estates (hereinafter "DLGC&E"). A
21 case in point for the competitive advantage is evident for the lot on Lipan Blvd. owned by
22 Mr. and Mrs. Grice where just a short distance away on Lipan Blvd. they easily found
23 Fairway Constructors' contact information and a "build to suit" custom home was built
24 on the Grice's lot.
25
26

27 According to Ann Pettit of US Southwest in her affidavit at paragraph 6, it states
28 that her firm, for not less than 20 years last past, has utilized signs in Tract 4076-B and

1 where the lot owner was a builder and/or developer who provided their “will built to suit”
2 sign of appropriate size, her real estate firm provided a rider for additional contact
3 information. In the absence of a “for sale” rider on Fairway Constructors’ signage, Ann
4 Pettit is clearly admitting knowing the difference between her development services
5 advertising and real estate sales advertising that is governed by Real Estate Law and
6 requires a real estate firm to provide their contact information on the sign. The US
7 Southwest logo is a branding image allegedly intended to generate sales and marketing
8 exposure on Fairway Constructors’ sign.
9

10
11 The ultimate purpose of unfair competition laws is to restrict companies from
12 profiting unfairly at the expense of another company. Any contract, such as the
13 Declaration of CC&Rs, qualifies for protection from unfair competition or interference.
14 Malicious and monopolistic practices aimed at injuring a competing company are
15 examples of improper use of competition to get ahead. As defense counsel Oehler
16 admitted during Oral Arguments in May 2020, the original developer [Desert Lakes
17 Development .L.P] incorporated this servitude in the CC&Rs to prevent undue
18 competition on unimproved lots.
19
20

21
22 Unfair competition laws are also designed to protect consumers as well as owners
23 of competing businesses. Consumers in DLGC&E have been harmed by the Defendants’
24 “built to suit” advertising and harmed in their purchase of homes built in violation of the
25 setbacks. The unsuspecting buyers of these homes are now “necessary and/or interested
26 parties” who are subjected to remedy for the setback violations.
27
28

1 The freedom to compete does not imply the right to engage in predatory,
2 monopolistic, fraudulent, deceptive, misleading, or unfair competition. The Defendant's
3 competition became unfair when its effects on consumers and property owners in
4 DLGC&E became more detrimental than beneficial. The Defendants' actions placed the
5 three versions of the CC&Rs (Tract A, B, and C) for the entire Subdivision Tract 4076 in
6 jeopardy of a ruling of abandonment due to the numbers of setback violations and
7 attempted violations perpetrated in the subdivision as a whole. It is predatory, at a
8 minimum, that Ludwig and Fairway Constructors' require a non-refundable deposit from
9 purchasers of their lots with "build to suit" advertising whereby the purchaser assumes a
10 risk of losing such money if the seller is unable or unwilling to perform under the terms
11 of the purchase contract. This fact is found in the Ludwig and Fairway Constructors'
12 Arizona Department of Real Estate (hereinafter "ADRE") Public Report dated June 11,
13 2014. Competition becomes unfair when the effects on trade, consumers, and society as a
14 whole are more detrimental than beneficial. That is precisely what we have in the
15 violation of the Defendant's advertising signage on unimproved lots in Tract 4076-B.

21 **LEGAL PRECEDENTS AND LAWS REGARDING CC&RS**

22 In the 1961 case of *David Lillard v Jet Homes Inc.* it is cited, "Where
23 restrictive covenants are imposed upon an area included within a single
24 subdivision or plan of development, the restrictions are characterized as
25 real rights running with the land and not merely rights personal to the
26 vendor. They inure to the benefit of, and are consequently enforceable
27 by, all other grantees of property in the subdivision which come under
28 the same plan of development.

Key words, "enforceable by grantees of property in the subdivision which come
under the same plan of development" (Emphasis supplied.) Plaintiff has found real

1 evidence in Arizona Law Title 9 and in the Mohave County Land Division Regulation
2 3.8 that the grammatical terms of said tract for the alphabetical suffix appended to the
3 Subdivision tract number differentiated the meanings of “subdivision” from “said tract”
4 in the CC&Rs. The 1988 approved Preliminary Plat created the subdivision and is the
5 plan of development for the entire subdivision. (Emphasis supplied.) ADRE Public
6 Reports identify alphabetically suffixed said tracts as “aka Desert Lakes Golf Course and
7 Estates”. Nonetheless, the Court has ruled that the grammatical term of subdivision in the
8 Tract 4076-B CC&Rs refers strictly to the lots and parcels within the alphabetically
9 suffixed Tract 4076-B and therefore has Ordered denial of Plaintiff’s pleadings for
10 reconsideration of the Dismissal of Count One.
11
12
13

14 Plaintiff agrees with the Court that this case needs to move to trial at this time and
15 agrees to be limited to trial for Tract 4076-B violations only; however, she reserves the
16 right to Appeal the Court’s decision that the grammatical term of “subdivision” as used in
17 the CC&Rs does not include Phase I and Phase IV lots. Appeal awaits a pending final
18 judgment regarding Phase I Tract 4076-A and is dependent on whether an attorney can be
19 found for the appeal after trial is completed.
20
21

22 In CC&R matters, Arizona courts have looked to the Restatement (Third) of
23 Property.

24 In *Duffy v. Sunburst Farms E. Mut.*, Arizona 1979, “Words
25 in a restrictive covenant must be given their ordinary meaning,
26 and the use of the words within a restrictive covenant gives
27 strong evidence of the intended meaning”.

28 “The basis of the creation of this right is the mutuality of burden
and the mutuality of benefit as between the grantees arising out of
the imposition of such restrictions on the land itself. This mutuality

1 of burden and benefit constitutes reciprocal promises as between
2 the grantees, each supported by that of the other.” Restatement of the
3 Law of Property, Vol. V, Chap. 45, Sec. 537, p. 3224.

4 A Covenant is a promise. Setbacks have ordinary meaning and the restrictive
5 covenant and conduct of CEO Frank Passantino gives strong evidence of the intended
6 meaning in the CC&Rs that includes the intended meaning of buildings and building
7 projections to apply to the setbacks. Advertising on unimproved lots has ordinary
8 meaning and is restricted. For sale signs on improved lots have ordinary meaning and are
9 not restricted. (Emphasis supplied).

10
11
12 Pertinent parts of the matter at hand and that are applicable to the DLGC&E Tract
13 4076-B is for no advertisement..., or advertising structure of any kind (such as signage
14 and the associated structure it rides upon) on unimproved lots per paragraph 12 of the
15 CC&Rs; twenty (20) foot front and rear building and projection setbacks per paragraph 6
16 of the CC&Rs; and for lot owners in the subdivision to prosecute violations, threatened
17 and attempted violations together with the implied duty of property owners to prevent
18 such violating party from so doing per paragraph 20 of the CC&Rs. (Emphasis supplied).

19
20
21 Pursuant to paragraph 19 of the CC&Rs, “Invalidation of any of the restrictions,
22 covenants or conditions above by judgment or court order shall in no way affect any of
23 the other provisions hereof, which shall remain in full force and effect.”

24 25 26 **STATEMENTS ON THE CASE**

27 Tract 4076-B CC&Rs calls out lots and parcels that are delineated on the approved
28 Preliminary Plat for the combined Phase II and Phase III lots. The majority of these lots

1 are specifically called out in the CC&Rs for Tract 4076-B in Book 1641, Page 897. There
2 exists 290 Assessor Parcel Numbers (hereinafter "APNs") that includes the lots
3 subdivided from Parcel VV that runs with the land for Tract 4076-B.
4

5 Plaintiff is personally aware of and verified a total of four (4) APNs with setback
6 violations committed by Defendant Azarmi as representative of Defendant Fairway
7 Constructors for construction permits.
8

9 A total of twenty-four (24) lots in Tract 4163 Unit E as subdivided from Parcel
10 VV have homes situated on Lipan Court and Lipan Circle that have been built by various
11 developers with ten (10) foot rear yard setbacks due to no fault of these developers.
12

13 Parcel VV had two applications for residential lot divisions as follows:

14 In 1991, the CEO of Desert Lakes Development L.P. applied for 25 lots to be
15 subdivided from Parcel VV and the County reduced approval to only 23 lots as Tract
16 4076-E. In 1993, to assure that Development Services understood the twenty (20) foot
17 setbacks, front and rear, applied to these and all lots in Subdivision Tract 4076 clarified
18 such in Res. 93-122 and it was approved by the Board of Supervisors (hereinafter
19 "BOS"). The conduct and language of the original grantor, CEO Frank Passantino of
20 Desert Lakes Development L.P., was unrelenting in assuring that the Special
21 Development Zoning for twenty (20) foot setbacks, front and rear, applied to the entire
22 Subdivision Tract 4076 including Parcel VV where the Plaintiff's home is situated.
23
24
25

26 In 1997, Mr. Passantino's partner, Mr. Sterling Varner, apparently went rogue
27 with the assistance of Defendant Ludwig's engineering firm and complicit behavior of
28 Mohave County Development Services' administrators to approve 32 lots to be

1 subdivided from Parcel VV as Tract 4163 Unit E in violation of the Planning
2 Department's minimum lot size of 6,000 sq. ft. for the entire Subdivision Tract 4076
3 pursuant to Res. 88-175 and in violation of the Special Development Zoning for twenty
4 (20) foot rear yard setbacks pursuant to Res. 93-122. (Emphasis supplied.) Hence the
5 need for Process Service for County Defendant Christine Ballard who signed the
6 Certificate on the Final Plat for Tract 4163 Unit E. Based on a preponderance of
7 evidence, Plaintiff alleges the possibility of bribery or undue influence for what happened
8 to change a 23-lot approval for Tract 4076-E to a 32-lot approval for Tract 4163 Unit E.
9 in violation of the approved Special Development Zoning that has serious consequences
10 for the Plaintiff.
11
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14 The threatened and attempted violation of setbacks through BOS Res. 2016-125
15 that affected the Plaintiff was caused by Defendant Azarmi as the Proponent to amend
16 Res 93-122 for a reduction of setbacks to fifteen (15) feet, front and rear, together with
17 complicit actions by Nick Hont in his capacity as Director of Development Services,
18 Christine Ballard in her capacity as Manager of Development Services, and Robert
19 Taylor in his capacity as Deputy County Attorney. The administrators of Development
20 Services are also alleged to have caused the misappropriation of government funds in the
21 amount of an estimated \$12,500 to cover the costs of Mr. Azarmi's proposal. Pertinent
22 statements made at the BOS Regular Meeting held on October 3, 2016 and captured in
23 the minutes on pages 20-23 are provided to the Court as support for the Plaintiff's claims
24 and supplied as **Exhibit 1**. Page limit rules prevents these pages from displaying here.
25
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1 It was found that Defendant Azarmi served on the Commission and the Committee
2 that brought attention to Planning and Zoning for the countywide setback to be changed
3 to fifteen (15) feet. It is Defendant Azarmi, in his capacity as V.P. and partner in Fairway
4 Constructors, Inc., that affords him an opportunity to profit from a larger building
5 footprint that is alleged to be behind the countywide setback reduction and motive for the
6 attempted setback reduction in DLGC&E. Lots in DLGC&E are large enough to
7 accommodate large homes with twenty (20) foot setbacks with the exception of Tract
8 4163 Unit E. Plaintiff alleges greed put the entire Subdivision Tract 4076 at risk of a
9 Court ruling on abandonment of the CC&Rs but for denial of Res. 2016-125 by the BOS.
10
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12

13 No other CC&R protected subdivision was singled out for a setback change to
14 conform to the County ordinance of fifteen (15) feet. Lack of full disclosure is alleged to
15 have been deliberate for hopes of a high percentage of signed waivers. The County even
16 included a large self-addressed envelope stamped with approximately \$1.36 in postage
17 that included a \$1 stamp and a "forever stamp" for return of the signed waiver that was
18 intended to protect the County from Proposition 207 provisions. Proposition 207 is
19 officially titled "Private Property Rights Protection Act" that has been codified at Ariz.
20 Rev. Stat. section 12-1134.
21
22
23

24 But for the Plaintiff's due diligence to address this amendment to Res. 93-122 and
25 the vote of three Honorable Supervisors who voted to deny, this regulatory taking of
26 DLGC&E setbacks and protected views would have had a significant liability against the
27 County.
28

1 The case has merit. Plaintiff's personal knowledge together with real evidence
2 provided by Mohave County Development Services in the form of Plot Plans for setback
3 violations, real evidence of advertising signage, and real evidence in the form statements
4 made and parties identified in County meeting minutes forms the basis for this
5 meritorious complaint.
6

7
8 Pursuant to Mr. Oehler's statement made during the hearing held with the Court
9 on August 12, 2020, Plaintiff is required to name and notice indispensable parties.
10 Plaintiff disagrees with Mr. Oehler's claim that all 252 owners of lots cited in the Tract
11 4076-B CC&Rs be served in his assumption that each and every home has some sort of
12 violation. Fence color could not be verified as not having a variance approved by the
13 Architectural Committee given that Plaintiff's Subpoena for the minutes was not
14 accepted by Angelo Rinaldi. Gate access to the golf course may be protected as a legal
15 right after no enforcement against trespass for over twenty years was ever filed by owners
16 of the golf course. TV antennas and satellite dishes are currently protected by law. In
17 efforts to protect herself from making false claims that could result in Plaintiff being
18 subjected to opposing counsel's attorney fees, Plaintiff is limited to prosecuting
19 violations known to her and verified with documentation. Plaintiff is therefore required to
20 only name all violators or those who caused to violate the CC&Rs pertaining to Tract
21 4076-B as indispensable party defendants.
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27 Twenty-four homes have ten (10) foot rear yard setbacks that was caused by
28 Defendant Christine Ballard in her capacity as Director of Development Services on or

1 about the year 2000 with her signature on the County Certificate for the Final Plat named
2 Tract 4163 Unit E. Four homes have either rear yard setback violations or front and rear
3 yard violations that was caused by Defendant Azarmi as representative of Defendant
4 Fairway Constructors, Inc. The threatened and attempted setback violations that affected
5 the Plaintiff in Tract 4076-B on or about the year 2016 was caused by Defendant Nick
6 Hont in his capacity as Director of Development Services. Advertising signage on
7 unimproved lots is violated by Defendant US Southwest for their Development Services
8 advertising incorporated on Defendant Fairway Constructors' "Build to Suit" signs.
9
10

11
12 The cited violations are all within the statute of limitations from the time the
13 Plaintiff found out about these violations, threatened and attempted violations.
14

15 The four (4) homes with setback violations in Tract 4076-B includes the home
16 built on the Rovno lot at 5867 S. Desert Lakes Dr.; the home built on the Siavosh lot at
17 1951 E. Desert Dr.; the home built on the Jamnejad lot at 1844 Fairway Bend; and the
18 home built on the Grice lot at 1839 Lipan Blvd. All named as Defendants.
19

20 Some of these lots were found on the County list for Tract 4076-B that had
21 responded with a signed waiver to the County for opting-in to Defendant Azarmi's
22 proposed BOS amendment to Res. 93-122. The Grice home was discovered to be in
23 violation as viewed from the Plaintiff's rear yard and verified from an RFPI.
24

25 The history of the County Resolutions and finding that the Board of Supervisors
26 never approved an amendment to Res. 93-122 for the Plaintiff's rear yard ten (10) foot
27 setback violation was discovered after the case was filed in 2018. The Plaintiff's side
28 yard setback shortfall was discovered in 2015 upon Plaintiff's survey and during

1 litigation has been the subject of attempting to identify the inspector for the Plaintiff's
2 home's foundation who Christine Ballard will only identify with initials of two
3 possibilities. The signage violation was discovered upon review of the CC&Rs in
4 preparation for this case in 2017 and the realization, after the Complaint was filed in
5 2018, that US Southwest's logo, a branding image in the local area for sales, was actually
6 advertising for their Development Services division.
7
8

9 With the exception of the Grice's, who appears to have attempted to have Fairway
10 Constructors sell this home to an unsuspecting buyer, the current owners of these other
11 homes are most likely unaware of the risk for remedy of the setback violation(s) on their
12 home and Plaintiff believes these individuals would not be Defendants in this matter but
13 rather victims and plaintiffs in their own potential law suit against the Defendants.
14

15 Plaintiff believes the County Attorney, Matthew Smith, is the Agent of Service for
16 the Development Services Defendants that caused the violations in Tract 4163 and for
17 Defendant Hont who caused the threatened setback violation in concert with Defendant
18 Azarmi who is the proponent for Res. 2016-125. Mr. Azarmi acted for himself before the
19 Planning Commission in September 2016 while serving as a colleague in the capacity of
20 a County Planning Commissioner.
21

22 In accordance with Rule 19, "Required Joinder of Parties", Plaintiff seeks
23 direction on Joinder by Court Order at the upcoming September 29, 2020 conference call
24 with direction clearly and completely captured in the minutes of the meeting for the
25 Plaintiff to follow. Plaintiff especially needs direction on method of notice to these
26 parties. Plaintiff requests permission to notice one party per married couple by Certified
27
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1 mail with return receipt as proof of delivery as opposed to the financial burden of hiring a
2 professional process server for so many victims. The Court denied Plaintiff's motion for
3 forgiveness for the majority of these property owners with violations that occurred prior
4 to the year 2015 and due to no fault of their own. Professional process service is
5 understood to be required for the newly named Defendants.
6

7
8 Plaintiff is not accepting additional Plaintiffs. As a Plaintiff pro per she is not
9 allowed to prosecute a class action law suit.

10 Thus, based on the foregoing:

11
12 Plaintiff respectfully requests this Court grant the Plaintiff's Motion for Leave to
13 Amend the Complaint for violations, threatened and attempted violations pursuant to lots
14 and parcels associated with the Tract 4076-B CC&Rs.

15
16 Plaintiff pleads for the Court to approve the attached proposed Amended
17 Complaint or give direction on errors or omissions to suit the Court.

18
19 Plaintiff pleads for the Court to provide direction on Joinder by Court Order at the
20 upcoming September 29, 2020 conference call as detailed above.

21
22 RESPECTFULLY SUBMITTED this 4th day of September, 2020

23
24 
Nancy Knight
Plaintiff Pro Per

25
26
27 Exhibit 1 (3 pages)
Statements made on October 3, 2016 at the BOS Regular Meeting
28

1 Copy of the foregoing was emailed on September 4, 2020 to:

2 djolaw@frontiernet.net

3 Attorney for the Defendants

4 The Law Office of Daniel Oehler

5 2001 Highway 95, Suite 15

6 Bullhead City, Arizona 86442

7 And to:

8 Matt.Smith@mohavecounty.us

9 Mohave County Attorney

10 Matthew J. Smith

11 315 N. Fourth Street

12 PO Box 7000

13 Kingman, Arizona 86402

Exhibit 1

Statements made and captured on pages 20-23 for the Board of Supervisors Regular Meeting on October 3, 2016 regarding the Proposed BOS Res. 2016-125 for reduced setbacks in DLGC&E.

Supervisor Angius requested that Nick Hont come up. She then stated “I watched this in full and it was discussed fully at the P&Z meeting and there were some questions asked about if all the, everybody was notified and a certain percentage actually a very low percentage sent it back ...” “out of this like 730 and some odd homeowners, only 172 said they wanted to...” She stated “and so and since this woman brought up this thing I assume that you worked that the CC&Rs of this home, of this development were taken into account right?”

Nick Hont, Development Services Director, responded “no actually we did not take the CC&Rs into account that’s part of the question and these are legal questions so I asked Bob Taylor, our Deputy County Attorney, to answer these questions but in summary the County doesn’t enforce CC&Rs that’s...” “CC&Rs are changed by the homeowners association on their own and we don’t even know about them most of the time, we don’t...”

Supervisor Angius inquired “was the Board included in this, the Board of this home... (inaudible conversation) there is not a Board? No? Okay.”

Supervisor Johnson stated “Mr. Hont you were talking about staking and doing all of this manual labor, it’s the person requesting that’s paying us for that right, we’re not doing this out of a”.

Director Hont responded “no we didn’t charge for that because it’s for the entire subdivision and it’s not their fault. He then stated basically what happened, “and Chris Ballard can explain this a lot better than I can, it happened before I came to that position that they had their own special zoning and with a Resolution they established a setback which doesn’t match the County setback and then we changed the County zoning ordinance recently not too long

ago where we changed the setback to 15 feet from 20 feet for the entire County and then we discovered that these folks will not be covered by that because of their ordinance, original ordinance, so to correct that we proposed that we give this subdivision an option to join in with the rest of the County and they have the same setback as everybody else in the County.”

Supervisor Johnson stated “okay I guess I mean if I was somebody that lived in this subdivision and I bought in there and I don’t know if there’s protected views or not but I knew that the setbacks were right along the road here and I would do it now if somebody comes in and builds five foot farther in front of me and we are allowing that it seems to me that we can be liable for some kind of a take on that.” He then stated “I mean I can’t imagine, I can tell you in Lake Havasu they would lynch you for doing something like that that would not go over at all.” He stated “I don’t see why that’s becoming an issue now in that subdivision and why we’re getting involved in it.”

Director Hont stated “the, when we listened to these discussions and we had a committee to change the setbacks for the entire County and at that time the arguments the Planning & Zoning Commission [SIC] that the needs changed for people they want larger garages and larger homes and less yard to maintain and that was the driving force and that was the argument.” He then stated and soon the liability issue we worked with the County Attorney and his opinion was that the damages are not, cannot define any damages to anyone but that if every property owner agreed that we change the setback on that property owner then it would be proper.”

Supervisor Johnson stated “so basically you’re forcing this upon the people in there, that’s exactly what we’re doing your going in there and telling people that.” He then stated “because I can see maybe some of these lots, I don’t know anything about the lots maybe some of them weren’t buildable now they are buildable I don’t know, but I can see if people bought houses or bought the lots and then built the home expecting other houses to be built with the same setback and now they you know what they will all consider to be hindering on to their quality of life.” He further stated “it seems to me if the CC&R people wanted to come in and ask as a group it would be great but I know we don’t follow CC&Rs but we don’t go against them either I mean we’re not somebody to go in change them but that’s my only question that’s all I had madam chair.”

Supervisor Watson stated “I just want it to be noted that you know when we’re doing due diligence in purchasing a piece of property certainly the CC&Rs are part, parcel and value of that property.” He then stated “any action that we take today to change those decisions on the CC&R I believe would be a very liable situation for Mohave County unless there was 100 percent of people from the subdivision that were for this change, that’s just a gut feeling but Proposition 207 protects any action that we do makes us liable, my only comment.”

Supervisor Moss stated “my take on this is twofold, the CC&Rs from a government perspective we don’t, the Board of Supervisors does not enforce CC&Rs that’s the job for the homeowners and the Courts not the Board of Supervisors.” He then stated “what’s being proposed here is allowing homeowners if they choose to allow their setbacks to match the countywide uniform setbacks, we’re allowing them to say we’re not treating your property rights any different, from a government perspective we’re not treating your property rights any different from any other person’s property rights.” He stated “if CC&Rs that they’ve agreed to say something different that’s a private contract, that’s not something the Board of Supervisors is involved with; people can go and enforce their private contracts all they like, all we’re doing is saying the government is not treating you any differently, if you have a contract restriction fine go deal with your contract restriction amongst the homeowners or the courts as the case may be.”

Nancy Knight inquired “can I speak to that?”

Chairman Bishop stated “yes go ahead.”

Ms. Knight stated “that is why you needed full disclosure, ...33 percent of those people who want to have that setback are the Mehdi Azarmi family and the Ludwig family so all those individual homeowners without full disclosure that I could file a lawsuit, any of the neighbors could file a lawsuit against them, I don’t think you’d get their signature and a waiver to have this setback...” She further stated “I mean it just compounds, this whole, I have never been in such a situation and so I’m hoping you see through what is behind this Resolution, thank you.”

1 NANCY KNIGHT
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (951) 837-1617
nancyknight@frontier.com

5 Plaintiff Pro Per

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MOHAVE**

9 NANCY KNIGHT,

10
11 Plaintiff,

12 and

13 GLEN LUDWIG and PEARL LUDWIG,
14 Trustees of THE LUDWIG FAMILY
15 TRUST; FAIRWAY CONSTRUCTORS,
16 INC.; MEHDI AZARMI; ~~JAMES B.~~
17 ~~ROBERTS and DONNA M. ROBERTS,~~
18 ~~husband and wife;~~ US SOUTHWEST;
19 NICK HONT; CHRISTINE BALLARD;
20 STERLING VARNER; JIM AND GINA
21 GRICE, husband and wife; SANAYE
22 SLAVOSH; JUDY ROVNO; PARVIN
23 JAMNEJAD; JOHN DOES 1-10 100;
24 JANE DOES 1-10 100; ABC
CORPORATIONS 1-10; and XYZ
PARTNERSHIPS 1-10.

25
26 Defendants

Case No.: CV 2018 04003

PROPOSED AMENDED COMPLAINT

Breach of Contract –

**Violations of Covenants, Conditions,
and Restrictions**

Assigned to the Hon. Lee Jantzen

27 COMES NOW Plaintiff Pro Per, NANCY KNIGHT, for her complaint against the

28 Defendants, hereby alleges as follows:

PARTIES AND JURISDICTION

1 1. Plaintiff, NANCY KNIGHT, (hereinafter “Plaintiff”), is a resident of Fort
2 Mohave, Mohave County, Arizona and is a property owner within Desert Lakes Golf
3 Course and Estates, Tract 4163 Unit E associated with Tract 4076-B CC&Rs.

4
5 2. Defendants, Glen Ludwig and Pearl Ludwig as Trustees of THE LUDWIG
6 FAMILY TRUST (hereinafter Ludwig”) own properties in Desert Lakes Golf Course and
7 Estates Tract 4076-B in Fort Mohave, Mohave County, Arizona

8
9 3. Glen Ludwig is President of FAIRWAY CONSTRUCTORS, INC., an
10 Arizona Corporation, which owns properties within Desert Lakes Golf Course and
11 Estates in Fort Mohave, Mohave County, Arizona. Fairway Constructors, Inc. is a
12 residential developing corporation doing business in Fort Mohave, Mohave County,
13 Arizona since at least 1991. The Corporation is a lot owner in Tract 4076-B and has had
14 advertising signage in Tract 4076-B during litigation.

15
16
17 4. Defendant, MEHDI AZARMI (hereinafter “Azarmi”) is, or was at the time
18 of the violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and
19 Restrictions, Vice President and Developer Representative of Fairway Constructors, Inc.,
20 located in Fort Mohave, Mohave County, Arizona. Defendant Azarmi, is further a
21 property owner within Desert Lakes Golf Course and Estates Tract 4076-B and resides in
22 Fort Mohave, Mohave County, Arizona.

23
24
25 5. ~~Defendants JAMES B. ROBERTS and DONNA M. ROBERTS~~
26 ~~(hereinafter “Roberts”) are residents of Fort Mohave, Mohave County, Arizona and~~
27 ~~property owners within Desert Lakes Golf Course and Estates.~~

1 6. Defendant US SOUTHWEST is a limited liability company owned by Ann
2 Pettit doing business in Fort Mohave, Mohave County, Arizona since at least 1995. The
3 firm has had advertising signage in Tract 4076-B during litigation.

4
5 7. Defendants NICK HONT and CHRISTINE BALLARD worked on
6 approvals or events that took place in Desert Lakes Golf Course and Estates Tract 4076-B
7 in their capacities as administrators of Mohave County government.

8
9 8. STERLING VARNER, of which a skip trace will be needed for his current
10 address, was or is a partner in Desert Lakes Development L.P., that did business in Fort
11 Mohave, Mohave County, Arizona as developers of Desert Lakes Golf Course and
12 Estates Subdivision Tract 4076. Apparently acting individually and outside his capacity
13 as a partner in Desert Lakes Development L.P. caused Tract 4163 Unit E to be created
14 from Parcel VV of Subdivision Tract 4076 where the Plaintiff's home is situated. He
15 caused the lots to be developed with ten (10) foot rear yard setbacks in violation of Tract
16 4076-B CC&Rs and in violation of Res. 93-122 Special Development Zoning for twenty
17 (20) foot setbacks, front and rear.

18
19
20
21 9. All parties named herein are residents and/or relevant business owners,
22 and/or property owners of Mohave County, Arizona at the time the causes of action gave
23 rise to these proceedings and/or are working or have worked in the capacity of
24 administrators of Mohave County Government and all actions that gave rise to this
25 proceeding occurred in Mohave County, Arizona.

26
27 10. The Mohave County Superior Court has the jurisdiction over the
28 Defendants and the subject matter of this litigation. Venue of this action is proper in

1 Mohave County, Arizona as the Plaintiff and Defendants reside and/or own subject
2 property, and/or do or did business in Mohave County, Arizona. In addition, Defendants
3 have caused events and/or transactions to occur in the County of Mohave in the State of
4 Arizona in which this action arises and, consequently, both jurisdiction and venue is
5 appropriate in the Mohave County Superior Court in accordance with SS 12-401, et seq.,
6 Arizona Revised Statutes, as amended.
7
8

9 11. Plaintiff is currently unaware of the true names and capacities of the
10 Defendants sued herein as JANE and JOHN DOES 1 through 10, inclusive and
11 therefore, sues each Defendant by such fictitious name. Plaintiff is informed and believes
12 and based thereon allege that each such Defendant is in some fashion responsible for, and
13 a proximate cause of the damages suffered by Plaintiff as are alleged herein. Plaintiff
14 will seek leave of the Court to amend this Complaint to set forth the true names and
15 capacities of such DOE Defendants when the same have been ascertained.
16
17

18 12. Plaintiff is informed and believes and based thereon allege that at all times
19 herein mentioned the Defendants, including those named herein as DOES 1 through 10
20 100, inclusive, in addition to acting for himself, herself, or itself, on his, her or its own
21 behalf individually, is now and was at all times material hereto acting in concert with at
22 least one of the other Defendants and in doing the things hereinafter alleged, was acting
23 within the course and scope of such relationship as an agent, principal, employee,
24 purchaser, servant or representative including government representatives and with the
25 permission, consent and ratification of each and every other of such Defendants.
26
27
28

ALLEGATIONS COMMON TO ALL COUNTS

1 13. For each count included in this Complaint, Plaintiff incorporates all other
2 allegations and averments contained in this Complaint as though fully included and
3 restated herein.
4

5 14. Plaintiff and Defendants Azarmi, Ludwig, and Fairway Constructors, Inc.
6 are or were all real property owners in Desert Lakes Golf Course and Estates (hereinafter
7 referred to as "Desert Lakes" "DLGC&E") during this litigation. Defendant US
8 Southwest is a firm doing business in DLGC&E. Defendant Ballard acted in the capacity
9 of administrator for Defendant Varner's subdivision approval in DLGC&E. Defendant
10 Hont acted in the capacity of administrator for Defendant Azarmi's attempted setback
11 reduction in DLGC&E. DLGC&E is not to be confused with Desert Lakes Estates Tract
12 4152.
13
14

15 15. ~~Desert Lakes~~ DLGC&E established Covenants, Conditions, and
16 Restrictions for Desert Lakes Golf Course and Estates ~~4076-B~~ Subdivision Tract 4076
17 (hereinafter referred to as "CC&Rs") for Final Plats identified as Tract 4076-A, Tract
18 4076-B, and Tract 4076-C in accordance with the four phases of development delineated
19 on the 1988 approved Preliminary Plat. Tract 4076-A and all tracts subsequently adjoined
20 to Desert Lakes are subject to the original CC&Rs as evidenced by the Arizona
21 Department of Real Estate Reports and Title Insurance Policies citing the location of the
22 CC&Rs as Recorded in Book 1641, page 895. The subject CC&Rs for Tract 4076-B was
23 recorded with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669
24 - Book 1641, Page 895. The CC&Rs represent binding restrictions on the use and
25 development of all properties within Desert Lakes DLGC&E and all property owners are
26
27
28

1 required to fully comply with all rules, regulations and other requirements established by
2 the CC&Rs governing the use of their property.

3
4 **16.** The CC&Rs clearly define that buildings and projections shall be
5 constructed not less than twenty feet (20') back from the front and rear property lines at
6 Article II – Land Use (Book 1641 page 897), Paragraph 6:

7
8 Paragraph 6: “All buildings and projections thereof on lots not adjacent to
9 the golf course shall be constructed not less than twenty feet (20') back
10 from the front and rear property lines... All buildings and projections
11 thereof on all other lots being those lots adjacent to the golf course shall be
12 constructed not less than twenty feet (20') from the front and rear property
13 lines...”

14
15 ~~**17.** Defendant LUDWIG was the property owner of the lot where a home was
16 built with setbacks in violation of the CC&Rs. The address of the home is 5732 S. Club
17 House Dr. in the Desert Lakes Golf Course and Estates subdivision. Fairway
18 Constructors, Inc., was the Applicant for the New Construction permit.~~

19
20 ~~**18.** Defendant AZARMI, acting on behalf of the Defendants Ludwig and
21 Fairway Constructors, Inc., was denied reduced setbacks by Mohave County Planning
22 and Zoning and subsequently challenged Planning and Zoning with a series of egregious
23 acts in direct conflict with the CC&Rs.~~

24
25 ~~**19.** The first egregious act was to apply for a setback variance from the Mohave
26 County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May
27 18, 2016. The approved variance was less restrictive than the CC&Rs.~~

28 **20.** Azarmi filed a number of New Home construction applications for Tract
4076-B with Mohave County Development Services with reduced setbacks that violated

1 the CC&Rs. Ballard, as Manager of Development Services, is responsible for allowing
2 reduced setbacks to occur in violation of Special Development Zoning for Azarmi's
3 construction applications. Ballard, as Director of Development Services, is responsible
4 approving Varner's subdivision application in violation of Special Development Zoning
5 that has caused Plaintiff's lot and 23 other parties' lots to be in violation of the CC&Rs.
6
7 Hont, as Director of Development Services, is responsible for all events surrounding
8 Azarmi's proposal for threatened and attempted setback reductions in violation of the
9 CC&Rs with taxpayer dollars expended in the process and with deception in the
10 proceedings regarding the setback expenditures claiming it was not their [Azarmi's] fault.

11
12
13 ~~The permit's Revised drawing dated as received on May 19, 2016 displays the front~~
14 ~~setback as eighteen feet (18') and the rear setback as ten feet (10'). As previously~~
15 ~~indicated, CC&Rs cite the setbacks as twenty feet (20') front and twenty feet (20') rear.~~

16
17 21. Azarmi, Ludwig, and Fairway Constructors, in the course of running their
18 development business in ~~Desert Lakes~~ DLGC&E for many years, have been well aware
19 of the CC&Rs. Each Defendant has been made aware of the CC&Rs for unimproved lots
20 that they own in DLGC&E as is required for all property owners pursuant to Arizona
21 Law. The Development Services Division (DSD) of the Arizona Department of Real
22 Estate (hereinafter "ADRE"), regulates the sale of Subdivided Lands, and clearly cites a
23 developer must obtain a Disclosure Report (public report) prior to making offers for sale"
24 (underscores for emphasis in sentence above was removed). ~~Most recently, and for the~~
25 subject parcel, Ludwig and Fairway Constructors, Inc, were provided a Subdivision
26 Disclosure Report on June 11, 2014 citing The ADRE has a Public Report on file for the
27
28

1 Ludwigs and Fairway Constructors dated June 11, 2014 for their purchase of lots in
2 DLGC&E where it is cited on page 10 the “Recorded Declaration Covenants, Conditions,
3 and Restrictions.”

4
5 22. The State of Arizona Corporation Commission’s “Corporation Annual
6 Report and Certificate of Disclosure” for 2017 cites Mehdi Azarmi as the Vice President
7 of Fairway Constructors, Inc. having taken office on August 16, 1991 and is a
8 shareholder holding more than 20% of issued shares of the corporation or more than 20%
9 beneficial interest in the corporation.

10
11 23. The two documents cited above, Subdivision ~~Disclosure~~ Public Report and
12 Corporation Annual Report, taken together are evidence that Azarmi was well informed
13 of the CC&Rs and ~~was~~ is alleged to have been motivated by profit at the expense of the
14 ~~Desert Lakes Community DLGC&E property owners in Tract 4076-B for both violations~~
15 ~~and attempted violations. when he refused to accept denial for reduced setbacks from~~
16 ~~Mohave County Planning and Zoning for a home he was planning to build at 5732 S.~~
17 ~~Club House Drive, in Fort Mohave, AZ.~~

18
19 24. Further, Fairway Constructors, Inc., together with their partner for
20 Development Services ~~their listing real estate broker, US Southwest Real Estate,~~ violate
21 the CC&R restriction for advertising signage on unimproved lots (paragraph 12, page
22 898). ~~This illegal act by Fairway Constructors has caused other real estate agencies to~~
23 ~~falsely assume the CC&Rs do not restrict this behavior and has resulted in additional~~
24 ~~illegal signage to be posted on unimproved lots.~~

1 Paragraph 12: ~~“No sign, advertisement...shall be erected or allowed on any~~
2 ~~of the unimproved lots... “~~

3 “No sign, advertisement, billboard or advertising structure of any kind
4 shall be erected or allowed on any of the unimproved lots, and no signs
5 shall be erected or allowed to remain on any lots, improved or otherwise,
6 provided, however, that an owner may place upon his improved lot “For
7 Sale” signs, “For Lease” signs or “For Rent” signs so long as they are of
8 reasonable dimensions.”

9 25. Mohave County Development Services is not a party to the CC&Rs and
10 therefore, according to Christine Ballard of Mohave County Planning (hereinafter
11 “Ballard”), “the County is not bound by the document nor can they enforce them”.
12 However, Mohave County Planning and Zoning ~~does~~ is supposed to abide in the Special
13 Development Zoning Specifications cited for the subject parcel which is twenty feet in
14 front and back, and five feet on the sides. Ballard in her capacity as Director of
15 Development Services in the year 2000, and acting in concert with Defendant Varner,
16 violated the Special Development Zoning for DLGC&E. Ballard signed a County
17 Certificate that she “checked for compliance to the approved preliminary plat and any
18 special conditions attached thereto to the requirement of the Mohave County subdivision
19 regulations and to any other applicable regulations and appears to comply with all
20 requirements within my jurisdiction to check and evaluate.” The Board of Supervisors in
21 obtaining approval for a Final Plat entitled Tract 4163 Unit E appears to have been
22 deceived and that deception has caused harm to the Plaintiff and 23 other property
23 owners in Tract 4163 Unit E with not only the violation of ten (10) foot rear yard
24 setbacks that was clarified as twenty (20) feet in Res. 93-122 but also the violation of a
25 minimum 6,000 sq ft. lot size pursuant to the original owner’s public hearing and
26
27
28

1 pursuant to the recommendation by Planning and Zoning in the first “Now Therefore...”
2 found on page 3 of Res. 88-175. In Res. 89-116 on page 2 it states, “There is no
3 significant change from the original proposal of the owner”. Additionally, Ludwig’s
4 engineering company acted in the engineering design for 32 lots in Tract 4163 Unit E in
5 1997 and one of those lots has been reported to have had flooding issues that extended all
6 the way into the kitchen of the home on this lot with the alleged inappropriate remedy of
7 piling cement up against the block wall fence that separates the ten foot rear yard
8 setbacks of the adjacent lots. County Planning and Zoning denied Azarmi’s setback
9 reduction request due to the Desert Lakes Zoning.

13 26. ~~Azarmi’s behavior to challenge the Mohave County Planner’s denial of~~
14 ~~reduced setbacks with a BOA variance was deliberate with full knowledge of the~~
15 ~~violation of the CC&R setback restrictions. Azarmi also enlisted the help of Mr. Roberts,~~
16 ~~the future owner of the home, to attend the meeting and make claims in support of the~~
17 ~~variance.~~

19 27. ~~Examples of inaccuracies cited at the BOA meeting: 1) The property owner~~
20 ~~was not Jim Roberts. The building permit clearly identifies the property owner as the~~
21 ~~Ludwig Family Trust. 2) Azarmi misrepresented the parcel as a small lot when in fact it~~
22 ~~is 8,034 square feet. This large lot size supported Mohave County Planning staff’s feeling~~
23 ~~that “there were sufficient undeveloped portions of the property that could be utilized so~~
24 ~~that the structure could meet the setback requirements”. 3) Azarmi falsely claimed that “if~~
25 ~~the Roberts could not move into their house and enjoy what they wanted, then the~~
26 ~~department was basically taking that right away from these people. In truth, Defendants~~

1 ~~Mr. and Mrs. Roberts' did not own the house yet nor had the home been built yet. 4)~~
2 ~~Azarmi falsely inferred that "there was already a hardship" for Mr. Roberts. Any~~
3 ~~hardship on May 18, 2016 was a hardship for Azarmi. The home permit was applied for~~
4 ~~on April 8, 2016 and denied due to the setbacks. Azarmi's hardship was his desperation~~
5 ~~for a sale and for profits at the expense of the Desert Lakes Community. 5) Azarmi~~
6 ~~falsely claimed that "if Mr. Roberts had to park his boat out in the open space it would~~
7 ~~cause a headache for him and for the sheriff...." The CC&Rs specifically sets forth that~~
8 ~~no watercraft may be parked in front of any residence in the open. Inferring a public~~
9 ~~safety risk for Sheriff calls was an apparent ruse to influence those who serve on the~~
10 ~~BOA. 6) Azarmi claimed he was unaware that the zoning was not Single Family~~
11 ~~Residential (R-1).~~

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16 28. The reason for the 20 foot front and rear setbacks in Desert Lakes
17 DLGC&E is for views, especially for fairway views. Evidence of this fact is found in the
18 CC&Rs whereby fairway lots are restricted from privacy fencing and must install
19 wrought iron fencing on all back yard lots adjacent to fairways and for fifteen feet along
20 the side yards (paragraph 8).
21

22 ~~...on all lots adjacent to fairway lots the rear fences shall be of wrought iron~~
23 ~~construction for a total fence height of 5 feet ... which shall continue along the~~
24 ~~side lot line for a distance of 15 feet.~~

25 "Fences and walls shall not exceed six (6) feet in height and shall not be
26 constructed in the street set back area (being twenty feet (20) from the front
27 property line. Fences and walls visible from the street must be decorative
28 and shall not be of wire, chain link, or wood or topped with barbed wire,
except that on all lots adjacent to fairway lots the rear fences shall be of
wrought iron construction for a total fence height of five feet (5') black in
color which shall continue along the side lot line for a distance of fifteen

1 feet (15'). Access to the golf course from lots adjacent to the golf course is
2 prohibited.

3 29. A ~~ten~~ twelve foot projecting back yard setback on the subject parcel lot
4 located at 1839 E. Lipan Blvd. in Tract 4076-B, Block F, Lot 107 that is adjacent to a
5 fairway amounts to a taking of views and related property value from an adjacent
6 property owner. This is where self-serving motives of one builder can result in the harm
7 of others and which is why CC&Rs are written to protect the property values of everyone
8 in the subdivision. This violation was in plain view of the Plaintiff's rear yard. The land
9 was purchased by Jordan and Gina Grice for \$10,000 on March 1, 2018. The new home
10 Permit Application is dated March 21, 2018. The Applicant is Fairway Constructors, Inc.
11 While under construction, the home was listed for sale on July 3, 2018 for \$234,769
12 according to Zillow.

13 30. Another issue with the adjacent lot that is now impacted by the home built
14 by Fairway Constructors, Inc. is that Real Estate law requires full-disclosure by the seller.
15 There exists no means of assurance that a buyer of the adjacent lot will be informed of
16 the reduced value of his purchase due to his lost views from the self-serving motives of
17 the Defendants and therefore exists just cause for ~~the requested remedy that the adjacent~~
18 ~~lot be traded or purchased by Fairway Constructors and maintained as a green belt. a~~
19 remedy as determined by jury or in mediation.

20 31. ~~The Revised plan drawing associated with the construction permit~~
21 ~~application submitted by Azarmi on the day after the BOA meeting, shows the side yard~~
22 ~~is over twenty feet (20') wide and forty feet (40') deep. As such, Mr. Roberts could park~~

1 his boat in the side yard behind fencing as is a customary practice by homeowners with
2 recreational vehicles who abide in the CC&Rs. There is no valid reason as to why these
3 Defendants should receive special considerations concerning storage of their watercraft
4 as compared to others already living within the community who are in compliance with
5 the CC&Rs.
6

7
8 32. If Fairway Constructors, Inc. is allowed to continue the practice of violating
9 the CC&Rs, there will be no end to the battle to protect the property values. ~~of the entire~~
10 ~~Desert Lakes Community.~~ In time, blight is the result of self-serving behavior of renters
11 or property owners who decide to do as they please within the subdivision. The Plaintiff
12 herself was already deprived of her views and light on her patio by a self-serving adjacent
13 neighbor. Her property was defaced through a permit that allowed a trespass on her fence,
14 increased the fence height in violation of the CC&Rs, removed the County assured for
15 steel rails and filled the space with cement block. The defacing on her side yard fence
16 was due to unprofessional workmanship for stacking the blocks that caused leaning of the
17 wall and had unprofessionally applied mortar joints. The adjacent neighbor's rear yard
18 fence was also modified with the removal of the County assured for steel rails and filling
19 in with cement block that further took Plaintiff's views of the golf course and
20 surrounding area. Enforcement was successful for restoration of her fence and a portion
21 of the adjacent neighbor's rear yard fence through the efforts of Ret. Judge Langford
22 during mediation in case CV 2016 04026. Unfortunately, the defense attorneys refused to
23 acknowledge the validity of the CC&Rs and they also quashed the Plaintiff's Action to
24 Quiet Title of her surveyed side yard fence. The issue of validity of the CC&Rs for Tract
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1 4076-B at least, has been adjudicated by two Superior Court judges in this case. This
2 current case is necessary to prove the CC&Rs can be enforced by individual property
3 owners with remedy by mediation or by jury at trial. In the absence of a favorable
4 outcome for the Plaintiff, she is at risk of having her property defaced again by her new
5 adjacent neighbor who purchased the home during litigation in case CV 2016 04026
6 specifically for the advertised claim of a “privately located pool and spa”.

9 33. ~~At the BOA meeting, Azarmi admits he has built over 700 homes in the~~
10 ~~area in the past 26 years and then states there are setback violations in the whole project.~~
11 Azarmi, as V.P. of Fairway Constructors, Inc., has been well-aware of the CC&Rs and as
12 is a major developer and sole “Build To Suit” advertiser on lots in the Desert Lakes
13 Community DLGC&E Tract 4076-B and there is a high level of concern that he did
14 indeed violate the CC&Rs on other homes in Desert Lakes DLGC&E and sold those
15 homes to unsuspecting buyers without full disclosure of his deliberate CC&R violations.

18 34. Azarmi owns lots in DLGC&E and served on the Committee and Planning
19 Commission for the Development Services’ ordinance change for a countywide setback
20 reduction to fifteen (15) feet. His actions for the countywide setbacks and attempted
21 setback reduction in DLGC&E is alleged to be self-serving with the motive for profit
22 from a larger building footprint from the twenty (20) foot setbacks. Azarmi is well aware
23 of the CC&Rs for Tract 4076-B as owner of a lot situated at 1945 E. Desert Lakes Dr.
24 and as owner of the lot situated at 1936 Desert Greens Dr. (both lots co-owned with Azar
25 Jamnejad). The CC&Rs clearly cite in Book 1641, page 900 that the zoning is Special
26 Jamnejad). The CC&Rs clearly cite in Book 1641, page 900 that the zoning is Special
27 Jamnejad). The CC&Rs clearly cite in Book 1641, page 900 that the zoning is Special
28

1 Development Residential (SD-R) which was approved and clarified for twenty (20) foot
2 setbacks, front and rear, in Res. 93-122.

3
4 35. The Special Development Residential zone cannot be arbitrarily changed to
5 R-1 for Azarmi's intended purpose of changing the setbacks in the entire ~~Desert Lakes~~
6 ~~Community DLGC&E~~ to 15 feet (15'). ~~as he tried to propose to Planners at the BOA~~
7 ~~hearing.~~ Azarmi's alternative plan for reduced setbacks in the entire ~~Desert Lakes~~
8 ~~Community DLGC&E~~ was to propose that all of the properties be bundled together for
9 the purpose of an Amendment to a former 1993 Board of Supervisors (hereinafter
10 "BOS") Resolution 93-122 thereby circumventing the original developer's intent for
11 twenty (20) foot setbacks, front and rear, including lots subdivided from Plaintiff's Parcel
12 VV acreage. The BOS amendment, Res. 2016-125, did not affect any other CC&R
13 controlled subdivisions in Mohave County such as those including ~~Ms. Ballard raised~~
14 ~~the issue of the CC&Rs for other projects in Mohave County including South Mohave~~
15 ~~Valley and Los Lagos. and Desert Lakes Golf Course and Estates. This raised awareness~~
16 ~~for Mr. Roberts of the existence of the CC&Rs as he was in attendance at the BOA~~
17 ~~meeting.~~ Azarmi has been identified as the proponent for the attempted violation of
18 reduced setbacks to fifteen feet (15') in all Desert Lakes DLGC&E tracts including Tract
19 4076-B by his Planning Commission colleagues and by the current Director of
20 Development Services, Tim Walsh. Plaintiff had a duty, per Article II, paragraph 12 of
21 the CC&Rs, to "prevent such violating party from so doing" and is entitled to her costs in
22 preventing Tract 4076-B from the attempted setback reduction proposed by Defendant
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1 Azarmi through this BOS Resolution amendment to Res.93-122. Attempted violations are
2 prosecutable offences per Article II, paragraph 20.

3
4 “If there shall be a violation or threatened or attempted violation of any of
5 the foregoing covenants, conditions or restrictions it shall be lawful for
6 Declarant, its successors or assigns, the corporation whose members are the
7 lot owners or any person or persons owning real property located within the
8 subdivision to prosecute proceedings at law or in equity against all persons
9 violating or attempting to or threatening to violate any such covenant,
10 restrictions or conditions and prevent such violating party from so doing or
11 to recover damages or other dues for such violations. ...” No failure of the
12 Trustee or any other person or party to enforce any of the restrictions,
13 covenants or conditions contained herein shall, in any event, be construed
14 or held to be a waiver thereof or consent to any further or succeeding breach
15 or violation thereof..”

16 36. ~~It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that~~
17 ~~the less restrictive setback variance did not take precedence over the more restrictive~~
18 ~~CC&Rs.~~

19 37. ~~Further it was the responsibility of Mr. Roberts to do his due diligence to~~
20 ~~read a copy of the CC&Rs to understand his risk in this matter.~~

21 38. ~~As already stated, the professional opinion of Development Services~~
22 ~~Planner Holtry, was to not approve the setback reduction. Defendant’s egregious setback~~
23 ~~violations on homes in Tract 4076-B have been discovered to be more violative than the~~
24 ~~proposed fifteen feet in BOS Res. 2016-125 and to date are believed to be as little as~~
25 ~~twelve feet from property boundary lines. Defendants are responsible for remedying~~
26 ~~setback violations.~~

27 39. ~~All of the apparent deception that had occurred to secure a BOA variancee~~
28 ~~took place before the Plaintiff had become aware of what was happening to circumvent~~

1 ~~the Desert Lakes Golf Course and Estates CC&R protections. Had it not been for the plan~~
2 ~~to try to reduce setbacks in the entire Desert Lakes Community, Azarmi and Ludwig~~
3 ~~would most likely have gone about their business of violating the CC&Rs one home at a~~
4 ~~time. However, the County administrators, Nick Hont and Christine Ballard, decided to~~
5 ~~accommodate Azarmi's alternative idea proposal for reduced setbacks and the~~
6 ~~information stream that followed revealed an attack specifically on the Desert Lakes~~
7 ~~DLGC&E CC&Rs. This attack was not subject to CC&Rs in Los Lagos or South Mohave~~
8 ~~Valley. It was specifically directed at Desert Lakes DLGC&E where Plaintiff's research~~
9 ~~found the Azarmi and Ludwig families owned over twenty (20) unimproved lots in~~
10 ~~DLGC&E. Plaintiff's research revealed that during this litigation two lots in Tract 4076-~~
11 ~~B were owned by Defendant Azarmi, one lot in Tract 4076-B was owned by Fairway~~
12 ~~Constructors, and three lots in Tract 4076-B were owned by the Ludwigs.~~

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17 40. A postmark of June 16, 2016 shows that after the May 18, 2016 BOA
18 meeting where Azarmi had raised the issue of bundling the Desert Lakes properties for a
19 BOS Resolution Amendment, the County began the very expensive process of petitioning
20 every property owner in Desert Lakes asking for a signed Waiver to release the County of
21 any liability for diminished property values as a result of requesting setback reductions
22 for their parcel. Waivers were received for approximately one hundred eighty (180)
23 parcels, developed and undeveloped, for reduced setbacks in the Desert Lakes
24 Community is on the envelope mailed by Mohave County Development Services to the
25 Plaintiff's address in Tract 4163 Unit E. The County provided the Plaintiff with an Excel
26 Spreadsheet showing that the owners of over two hundred Accessor Parcel Numbers were
27
28

1 mailed the BOS Resolution Packet within the Tract 4076-B CC&R governed Tracts
2 4076-B, 4076-D, Tract 4132 and Tract 4163 for the attempted setback by Proponent
3 Azarmi and the threatened setback violation by Mohave County Development Services
4 administrators. The reduced rear yard setback to fifteen feet was irrelevant in Tract 4163
5 as these lots already have a ten foot setback as requested by Sterling Varner, and
6 approved about the year 2002 that is suspect of corruption by the County. The proposed
7 15 foot setback applied to the Plaintiff's front yard that has a twenty foot setback. The
8 Plaintiff consulted with Scott Holtry of Development Services for a potential RV garage
9 in the front yard of her lot that was emailed on July 16, 2016 stating, "Dear Mr. Holtry,
10 As a Planner, I hope you can answer my question. I have analyzed my lot and needs and
11 see that if I were to sign up for the proposed setback reduction then I would have space in
12 the front yard for a second detached garage. I have an existing three car garage attached
13 to my home. My question is - would I be able to add an additional detached two car
14 garage, RV suitable in height and depth. I do have a double lot so that may come into
15 consideration for a decision for an allowable second and detached garage permit. My
16 other possible option, if it were permitted, would be to increase the depth of my existing
17 garage although the roofing would be more complicated. I look forward to your reply as
18 the Waiver, which I do not completely understand as to how any additional building on
19 my property would diminish its value, is due soon." On July 19, 2016 the issue of
20 diminished property value led to additional scrutiny on the proposal to opt-in. The
21 Plaintiff emailed, "We recognize that someone could want to expand their building
22 footprint but do not understand how that could ever diminish their property value;

1 however, we recognize that the next door neighbor's property value could be seriously
2 devalued as the result of a self-serving developer/neighbor. Loss of their view down the
3 street or across the golf course is one of the major devaluation issues that we recognized.
4 Until they sold their home they would also have the loss of enjoyment of their home and
5 frustration with a BOS that appeared to be serving the development community at the
6 expense of existing homeowners in Desert Lakes Golf Course and Estates. Please explain
7 how a larger home or garage could diminish the applicant's property value." The reply
8 from Mr. Holtry was, "Mohave County does not have an opinion on whether or not the
9 property will increase or decrease in value. That determination is up to the property
10 owner themselves or a private consultant. It is an individual choice whether or not one
11 would want to be included in the setback reduction. We are requiring that the Waiver of
12 Claims be signed so that an individual can't claim a reduction in property value after they
13 are the ones that choose to have their setbacks changed." This answer made it clear to the
14 Plaintiff that all of the risk, including the potential for a law suit for violating the CC&Rs,
15 was the burden of every property owner who opted-in.

21 41. Those one hundred eighty (180) parcel numbers of owners who opted-in
22 were published, signage was posted at each lot, and scheduling began for public hearings
23 before the County Planning Commission. The final vote for BOS Res. 216-125 before the
24 BOS was scheduled for October 3, 2016.

26 ~~42. The Plaintiff noticed that one such lot with the posted signage had already~~
27 ~~begun construction with a reduced setback even before the BOS vote was taken. There~~
28 ~~was no address posted yet on the home that was under construction but there was signage~~

1 displaying “Future Home of Mr. and Mrs. Roberts”. Based on a best guess of the parcel
2 number, Ballard was able to identify the lot as one that got the variance from the BOA for
3 a setback reduction. The BOA minutes were emailed to the Plaintiff on September 20,
4 2016.
5

6 43. — Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and
7 Fairway Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates
8 CC&Rs for the lot where the CC&R violation occurred. The “lot description” is cited in
9 both their 2014 Arizona Department of Real Estate Public Report on page 5 and
10 confirmed in their Tax Assessor’s Report as being Lot 2, Block H Desert Lakes Golf
11 Course and Estates, Phase 1, Tract 4076-A.
12

13 44. — Plaintiff, having witnessed the Defendants continuing to build the home at
14 5732 Club House Dr. with the less than twenty foot (20’) setback for the garage, sent an
15 email to Developer Representative Azarmi on September 27, 2016, sent a copy of the
16 Azarmi email in a Certified Letter to Glen Ludwig on September 30, 2016, and on
17 November 1, 2016 sent an email to Ludwig Engineering Executives; these
18 communications informed everyone of the CC&R violation of the setbacks and requested
19 that they remedy the setbacks before the home was completed to avoid a legal action to
20 enforce the CC&Rs. The Certified Mail was sent to Glen Ludwig at the Corporate office
21 branch located at 109 E. Third Street in San Bernardino, California. A signed Delivery
22 Receipt was sent from the U.S. Post Office to Plaintiff as proof of delivery on October 3,
23 2016. All communications went unanswered including the request for the address of Jim
24 Roberts so he could have full disclosure before finalizing purchase of the home.
25
26
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1 45. ~~Despite the Plaintiff's communications with Azarmi, Fairway Constructors~~
2 ~~Executives, and a letter addressed to Glen Ludwig, construction of the home was~~
3 ~~completed without remedy and built with the less restrictive setbacks. Eventually~~
4 ~~ownership title was transferred to Mr. and Mrs. Roberts.~~

6 46. Plaintiff, in an effort to protect her own property value, and per her duty to
7 "prevent such violating party from so doing" on behalf of all property owner's values in
8 the Desert Lakes Golf Course and Estates subdivision from a change in setback
9 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
10 Amendment. Upon a clear understanding of the impact the BOS Resolution would have
11 on property values and views for adjacent lots, plus the lack of full-disclosure of the legal
12 risk for property owners who unknowingly took advantage of the setback reduction, the
13 Plaintiff composed a letter to the BOS and read it to the BOS in Kingman on October 3,
14 2016.

18 47. The Plaintiff had spent hours of research time at the Mohave County
19 Assessor's website to identify the owners of the 180 lots that had returned the signed
20 Waiver. Based on Supervisor Moss's arguments in favor of passing the Resolution
21 Amendment, it became clear that politics was playing a role for Azarmi's benefit and a
22 Senator in the audience, Senator Donahue, approached the Plaintiff after the meeting
23 thanking her for her research and exposure of the issues with the proposed BOS
24 Resolution Amendment. Thankfully three Honorable Supervisors voted to DENY the
25 BOS Resolution.

1 **48.** Although denied, the County refused to send letters to the affected lot
2 owners. This matter of our CC&Rs needs to be resolved in a Court of Law.
3
4 Misinformation is spreading by word-of-mouth throughout ~~the Desert Lakes Community~~
5 DLGC&E including a report by phone from a potential witness in this case that Azarmi's
6 wife claims they won the setback reduction.

7
8 **49.** The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney
9 Keith Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was
10 time to raise legal defense funds due to the Contract Law statute of limitations of six
11 years, and that his retainer fee to take the case would be \$10,000. The Plaintiff
12 subsequently found a relatively inexpensive method to do a mass mailing of a letter to
13 residents of ~~the Desert Lakes Community~~ DLGC&E. The letter was printed and mailed
14 by "Every Door Direct Mail" to 617 addresses in ~~Desert Lakes~~ on or about April 1, 2017.
15
16 There has never been a Homeowner Association for enforcement. Residents were pleased
17 to learn they had recourse for what was feared of becoming a blighted community.
18

19 **50.** A highly credible positive response to the mass mailer was received from a
20 Real Estate professional, Gina Harris, dated April 6, 2017. It read in part: "We have lived
21 in Desert Lakes for about 14 years. We do not want an HOA but would like to see the
22 CC&Rs enforced. Thank you for your efforts." This professional real estate opinion
23 provided the Plaintiff with confidence that there was a need and that her efforts in filing
24 the Complaint at her own expense would hopefully achieve a Court ruling on CC&R
25 enforcement that is intended to benefit ~~the entire Desert Lakes Community~~ DLGC&E for
26 years to come.
27
28

1 ~~51. In Discovery and Disclosure, plaintiff will be seeking permit drawings for~~
2 ~~all homes that were built by Defendants in order to identify the extent to which the~~
3 ~~Defendants have violated or caused to violate the CC&Rs.~~

4
5 ~~52. The Tract 4076-B CC&Rs were established in 1989. and was applied to all~~
6 ~~subsequent tracts that were added in later years. Title companies cite the CC&Rs and the~~
7 ~~Arizona Department of Real Estate informs subsequent subdividers/developers of the~~
8 ~~existence of the CC&Rs. and Mohave County Development Services sends copies of the~~
9 ~~CC&Rs to property owners on request. The CC&Rs run with the land, for all lots and~~
10 ~~parcels on the approved Preliminary Plat for Phase I and Phase II of Subdivision Tract~~
11 ~~4076 combined and as described in the CC&Rs for those lots that are in Tract 4076-B,~~
12 ~~Tract 4076-D, Tract 4132, and Tract 4163 Unit E. The CC&Rs and have never been~~
13 ~~revoked or amended. The CC&R contract cites in Paragraph 18 Book 1641 Page 899:~~

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16
17 18. These covenants, restrictions, reservations and conditions run with the
18 land and shall be binding upon all parties and all persons claiming under
19 them for a period of twenty-five (25) years from the date hereof.
20 Thereafter, they shall be deemed to have been renewed for successive
21 terms of ten (10) years, unless revoked or amended by an instrument
22 in writing, executed and acknowledged by the then owners of not less
23 than seventy-five percent (75%) of the lots on all of the property then
24 subject to these conditions....

25
26 ~~53. The Desert Lakes Golf Course and Estates Declarant did not authorize the~~
27 ~~creation of a Homeowner Association. Enforcement of the CC&Rs was left to the~~
28 ~~discretion of the individual property owners. (CC&Rs paragraph 20)~~

29
30 “If there shall be a violation or threatened or attempted violation of any
31 of the foregoing covenants, conditions or restrictions it shall be lawful for
32 Declarant, its successors or assigns, the corporation whose members are the
33 lot owners or any person or persons owning real property located within the

1 subdivision to prosecute proceedings at law or in equity against all persons
2 violating or attempting to or threatening to violate any such covenants,
3 restrictions or conditions and prevent such violating party from so doing or
4 to recover damages or other dues for such violations. In addition to any
5 other relief obtained from a court of competent jurisdiction, the prevailing
6 party may recover a reasonable attorney fee as set by the court. Emphasis
7 supplied.

8 54. ~~For the most part a courtesy letter, as was sent by Plaintiff to~~
9 ~~Defendants Azarmi and Glen Ludwig, should be sufficient to remedy violations.~~
10 ~~However, when~~ When a request for remedy is ignored, the person has no recourse
11 except to remedy the violation in a Court of Law. Failure on the part of persons
12 who prefer conflict avoidance with a neighbor does not preclude the existence of
13 the ability of another party to seek CC&R enforcement in a Court of Law. Also,
14 all violations known by an individual property owner, such as the Plaintiff, are not
15 required to be prosecuted in one law suit or at one time; however, ignoring a
16 violation past the statute of limitations could result in a claim of abandonment by
17 this one individual. No other individual would lose his or her ability to prosecute
18 violations which shall remain in full force and effect. Paragraph 20 sets forth:

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25 "No failure of the Trustee or any other person or party to enforce any of the
26 restrictions, covenants or conditions contained herein shall, in any event, be
27 construed or held to be a waiver thereof or consent to any further or
28 succeeding breach or violation thereof."

1 Paragraph 19: "Invalidation of any of the restrictions, covenants or
2 conditions above by judgment or court order shall in no way affect any of
3 the other provisions hereof, which shall remain in full force and effect."

4 **COUNT ONE**
5 **VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

6 ~~55. — Violations of the CC&Rs occurs when a party, such as Defendants, decide to~~
7 ~~circumvent or ignore the provisions cited in the CC&Rs.~~

8 ~~56. — Defendants intentionally violated the CC&Rs as they were fully aware of the~~
9 ~~existence of the CC&Rs and circumvented the setback restrictions through a BOA variance.~~

10 ~~57. — Over one hundred property owners signed up with the County for setback~~
11 ~~reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the BOA~~
12 ~~meeting. The County refused to send letters to the parcel owners who signed up for the setback~~
13 ~~reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks~~
14 ~~were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and~~
15 ~~remedies that will rectify, visually or financially, any false impressions that have been spread by~~
16 ~~word-of-mouth in the community.~~

17 ~~58. — It is the responsibility of the builder to comply with the CC&Rs and, in the~~
18 ~~absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any~~
19 ~~property owner.~~

20 ~~59. — Since the CC&Rs are more restrictive than the approved BOA variance, Azarmi,~~
21 ~~Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the CC&Rs as did Mr.~~
22 ~~Roberts who attended the BOA meeting and was informed at that meeting of the existence of~~
23 ~~CC&Rs in the Desert Lakes Community.~~

1
2 ~~63. Plaintiff incorporates herein by reference all allegations of Count One of this~~
3 ~~Complaint as though fully set forth herein.~~

4 **64.** Plaintiff has a strong likelihood of success on the merits of the violations of
5 the CC&Rs as set forth herein.

6
7 ~~65. Plaintiff is entitled to preliminary and permanent injunctions enjoining~~
8 ~~Defendants from all current signage violations on unimproved lots.~~

9 **66.** Plaintiff is entitled to preliminary and permanent injunctions enjoining
10 Defendants from any existing or future violations of the CC&Rs, including but not
11 limited to setback reductions. ~~and signage on unimproved lots.~~

12
13 **67.** Plaintiff is entitled to a permanent injunction enjoining Defendants from
14 any future threat or attempt to reduce the setback restrictions in the CC&Rs.

15
16 **68.** Plaintiff is entitled to a permanent injunction enjoining Defendants from
17 any future advertising signage on unimproved lots pending a determination by jury at
18 trial that the subject signage is not a for sale sign.

19
20 **69.** Plaintiff is entitled to reasonable monetary compensation that does not
21 exceed the jurisdictional limit of the Court including but not limited to filing fees,
22 compensation for hours of research, emails, letters and postage, and physical and
23 emotional distress from the battle to protect her ~~Desert Lakes Community~~ DLGC&E
24 subdivision from CC&R violations. The amount found due by a jury herein or found due
25 by judgment of the Court.
26

27
28 **COUNT THREE**
SETBACK VIOLATIONS OF COVENANTS, CONDITIONS AND
RESTRICTIONS IN TRACT 4076-B

1
2 70. Four homes in Tract 4076-B are known by the Plaintiff to have setback
3 violations caused by the Defendants: 1) Mr. and Mrs. Grice were informed through the
4 listing agent, Gina Harris, for the lot they purchased at 1839 Lipan Blvd. for \$10,000 that
5 their plans for a twelve foot rear yard setback was a violation of the CC&Rs. Grice sent a
6 message to the Plaintiff through their real estate sales agent, Velma Hall, for the Plaintiff
7 to contact Fairway Village aka Fairway Constructors, Inc. This setback violation was in
8 clear view from the Plaintiff's rear yard. The plot plan review, as received from the
9 County, is dated May 3, 2018. Zillow reported the pending construction of the home was
10 for sale for \$234,769 by Fairway Constructors. Jordan and Gina Grice apparently
11 purchased the home after completion according to the County Recorder. The plot plan
12 confirms the projecting roof line setback is at twelve (12) feet. (Supra Exhibit 4 "Leave
13 to Amend" - June 2019; 2) A home was built for Judy Rovno with a violation of the rear
14 yard setback and she was informed by the Plaintiff through a "Nexdoor" social media
15 conversation . 3) A home was built for Mr. Sanaye, or Mr. Siavosh as the case may be,
16 with both front yard and rear yard setback violations. A certified letter as addressed on
17 the permit application was returned undeliverable. 4) A home was built for Parvin
18 Jamnejad with a rear yard setback violation. He has not been previously notified by the
19 Plaintiff and is believed to already be aware of the violation due to the apparent close
20 familial and business ties to Defendant Azarmi and business tie of Azar Jamnejad with
21 US Southwest.
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1 adjacent lots were combined resulting in a total of 25 Assessor Parcel Numbers
2 (hereinafter "APNs") for Tract 4163 Unit E. The Plaintiff's two combined lots are on a
3 curve in the road resulting in two rear yards. The rear yard that is adjacent to the golf
4 course is ten or less feet from the property boundary line according to the Plaintiff's
5 survey. Plaintiff expects the County to be liable for whatever remedy the jury decides in
6 this matter.

7
8
9 76. The Plaintiff's survey also revealed a side yard setback shortfall due to the
10 County inspector's incompetency. There is no excuse for the side yard setback shortfall
11 that had plenty of land for the footings to be built in compliance with the CC&Rs and in
12 compliance with the county regulation for a five (5) foot side yard setback. Consumers
13 rely on permits and inspections when purchasing a home. Plaintiff now suffers the
14 anxiety of the remedy of cutting away the westerly side of her home or moving the home
15 7-9 inches easterly to become compliant with the five (5) foot side yard setback. Plaintiff
16 expects the County to be liable for whatever remedy the jury decides in this matter.

17
18
19
20 **COUNT FIVE**
21 **THREATENED AND ATTEMPTED VIOLATIONS**
22 **OF COVENANTS, CONDITIONS AND RESTRICTIONS**
23 **IN TRACT 4076-B**

24 77. Threatened and attempted violations of the CC&Rs occurs when parties,
25 such as the Defendants, decide to circumvent or ignore the provisions cited in the
26 CC&Rs.

1 78. Defendant Azarmi intentionally attempted to violate the CC&Rs through a
2 proposed amendment to Res. 93-122 to reduce the setbacks to fifteen (15) feet, front and
3 rear, from twenty (20) feet.

4
5 79. Plaintiff alleges that Defendant Nick Hont is primarily responsible for the
6 BOS 216-125 packet to be mailed to DLGC&E property owners without full disclosure
7 of the risk of CC&R violations and for the alleged misappropriation of taxpayer dollars
8 from the General Fund to benefit Planning Commissioner and Defendant Azarmi.

9
10 80. Over one hundred property owners signed up with the County for setback
11 reductions through the proposed BOS Resolution Amendment.

12
13 81. The County refused to send letters to the parcel owners who signed up for
14 the setback reduction to inform them that the BOS Resolution was Denied.

15
16 82. Misinformation that setbacks were reduced needs to be refuted in a Court of
17 Law with CC&R enforcement proceedings and remedies that will rectify, visually or
18 financially, any false impressions that have been spread by word-of-mouth in the
19 community.

20
21 83. Since the CC&Rs are more restrictive than the countywide fifteen foot
22 setback, the CC&Rs govern pursuant to paragraph 21, Book 1641, Page 899.

23 “In the event that any of the provisions of this Declaration conflict
24 with any other of the sections herein, or with any applicable zoning
25 ordinance, the more restrictive shall govern...”

26 **WHEREFORE**, Plaintiff demands Judgment against the Defendants as follows:
27
28

1 **A.** Finding that Defendants violated and attempted to violate the Declaration
2 of Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates Tract
3 4076-B setbacks.

4 **B.** For an injunction immediately and permanently removing all construction
5 from the real property located at 1839 Lipan Blvd that violated the CC&R setbacks or
6 remedy as determined by jury at trial.

7 **C.** For an injunction immediately and permanently removing all construction
8 from the real property located at 5858 S. Desert Lakes Drive that violated the CC&R
9 setbacks or remedy as determined by jury at trial.

10 **D.** For an injunction immediately and permanently removing all construction
11 from the real property located at 1951 E. Desert Dr. that violated the CC&R setbacks or
12 remedy as determined by jury at trial.

13 **E.** For an injunction immediately and permanently removing all construction
14 from the real property located at 5867 Desert Lakes Dr that violated the CC&R setbacks
15 or remedy as determined by jury at trial.

16 **F.** For a remedy to be paid by Mohave County for the 24 lots with ten (10)
17 foot setbacks in Tract 4163 Unit E. Remedy to be determined by the jury at trial.

18 **G.** For a remedy to be paid by Mohave County for the Plaintiff's less than five
19 foot side yard setback. Remedy to be determined by the jury at trial.

20 **H.** Finding by the jury that the Defendant's "build to suit" signage on
21 unimproved lots is business advertising and not a "for sale" sign.

22 **I.** For an injunction permanently removing all Fairway Constructors, Inc.
23 advertising signage on unimproved lots in Tract 076-B that is determined by the jury as
24 in violation of Desert Lakes Golf Course and Estates CC&Rs and regardless of whether
25 the Ludwigs or Azarmi owns the lots.

26 **J.** Plaintiff's recovery of actual and consequential damages in an amount to be
27 determined by the Court or at trial, including, but not limited to, compensation for lost
28

1 wages or compensation at her former research profession's hourly rate for the hours of
2 research in this matter and reimbursement of all expenses.

3 ~~K. Compensation to all property owners for diminished value, to be~~
4 ~~determined by the Court or at time of trial, due to the taking of front and/or rear views as~~
5 ~~a result of the Defendants' construction that violated the CC&Rs of Desert Lakes.~~

6 L. For Plaintiff's compensation and such other and further relief as the Court
7 deems just and equitable in the premises including but not limited to double damages not
8 to exceed five thousand dollars and punitive damages for stress as a result of the
9 Defendant's ongoing delays, inappropriate motions to dismiss, for Sanctions against the
10 Defendants for not filing their Initial Disclosure on time resulting in additional stress
11 from the Court's September 26, 2018 threat to dismiss the case due to missing the
12 deadline for the Joint Report and Proposed Scheduling Order, for ignoring Plaintiff's
13 settlement offer that was sent by email in September 2018 and for not agreeing to confer
14 in a possible settlement in 2019, and for any costs as a result of retaliation from
15 Defendants or their political allies in bringing forth this Complaint.

16 ~~M. A Declaratory Judgment forgiving any CC&R construction violations that~~
17 ~~were not the fault of the purchaser of the home who unknowingly purchased a home that~~
18 ~~had been built, in error or deliberately by any builder, as out of compliance with the~~
19 ~~CC&Rs.~~

20 N. For recovery of Plaintiff's attorney fees and costs incurred, in the event this
21 action is contested, pursuant to law and A.R.S. SS 12-349 and Rule 11, A.R.C.P.

22 O. For such other and further relief as the Court deems just and equitable in
23 the premises.

24 **RESPECTFULLY SUBMITTED** this ____ day of _____, 2020

25
26
27 _____
Nancy Knight
Plaintiff Pro Per

